

A brief Deduction of the

Case between *George Carew* Esqr. Administrator of the goods and chattels, rights, debts and credits of *Sr. William Courten*, knight deceased unadministred, with his will annexed, *Plaintiff*.

And

Jacob Pergens, Bewinthebber of the West-India Company at their Chamber in *Amsterdam*, *defendant*.

As it was delivered in Low-dutch to the Scheepens and Iudges in *Amsterdam*, in the month of October 1676.



R. *Jacob Cats* late Pensionaris of *Holland*, *John Corcelis* and others became bound by their writing obligatory at *London*, dated 29 July 1631 unto *Sr. William Courten* in the Penalty of 3000 pounds for payment of 2080 pounds to the said *Sr. William* his Executors or administrators according to the Laws and Custom of *England*.

In the year 1636 the said money continuing at interest, *Sr. William Courten* died indebted to many persons, and left *William Courten* his Son and Heir his sole Executor.

1. In the moneth of September 1643. the said *William Courten* became insolvent for his own debts, and absented himself from his Creditors.
2. On the 31 of Octob. 1653. *William Courten* at *London* assigns the said Obligation of 3000 pounds to *Jacob Pergens*, upon pretence of an old debt due to the said *Pergens* from *Sr. William Courten*, and gives him procuration to sue for the said money accordingly.
3. In the year 1645 *Jacob Pergens* summoned *Sr. Jacob Cats* before the Provinciaall Court of *Holland*, and instituted his Process for the said debt and dammages.
4. In the year 1647 *Jacob Pergens* (during the Civill wars in *England*) procured Letters from the late King to the States Generall and the Prince of *Orange* in favour of himself against *Sr. Jacob Cats*, and the East-India Company.
5. In the year 1653. *Jacob Pergens* gave 400 pounds to the Commissioners concerning Bankrupts to release their right to the money due from *Sr. Jacob Cats*, and to assign their pretence unto *Pergens salvo jure* of other men.
6. In the year 1655. depending the said process against *Sr. Jacob Cats*, *William Courten* the Executor died in *Florence* intestate.
7. In the year 1660. Letters of Administration of *Sr. William Courtens* Goods, debts and effects unadministred by *Will. Courten* Esquire (with the Testament annexed) were granted by the Prerogative Court of *England* to the said *George Carew*.
8. In the year 1661. the Provinciaall Court of *Holland* pronounced a Sentence in favour of *Jacob Pergens* against the Heys of *Sr. Jacob Cats*, who appealed to the Supream court of Justice at the *Hague*, from the same.
9. In the moneth of May 1662. *George Carew* Exhibited his Request unto the High Court, and intervened in the said Cause, praying that his right might be preserved according to Law; and in consequence thereof, that the Heirs of *Sr. Jacob Cats* might be ordered to pay the money to him in right of his Administration; and that *Jacob Pergens* should be likewise enjoyned to deliver up the bond as an unadministred Effect of *Sr. William Courtens* Estate.

12. Whereupon *Jacob Pergens* refused to answer unto the principall demand, but made his Exception in writing, that he was a Burger of *Amsterdam*, and ought to be impleaded before his Competent judges there, notwithstanding he dwelt then in the *Hague*.
13. After severall pleadings, replices, duplicques and advertisments of right with severall advices upon the case transmitted from the Judges of *England* to the said High Court of Iudicature; the Lords nevertheless admitted the exception of *Jacob Pergens*, and renvoyed *Carew* before the *Scheepens* of *Amsterdam* with Compensation of Costs.
14. On the 6 of November 1663 *George Carew* cited *Jacob Pergens* before the Lords of *Amsterdam* and exhibited his request, as aforesaid, for the recovery of his right, desiring a precise day as a stranger. Yet the *Scheepens* ordered the proceed to be written by demand, answer, replicque and duplicque: as by the acts of the Court inventaried appears.
15. However on the 34 of October 1664 the High Court at the *Hague* proceeded to a Sentence in favour of *Mr. Pergens* against the Heirs of *Sr. Jacob Cats*. Whereby the Lords ordered them to pay the money with interest, and Charges to the said *Pergens*, which amoured unto 4200 pounds Sterling: And directed *Pergens* to assign the said bond with power to sue the other obligers. Although the Judges of *England* had intimated *Mr. Carew's* right, to the said high Court, and subscribed the same before *Major Wright* and *John Daniel* two Publique Notaries in *London*.
16. In the years 1669 and 1670 *Mr. James Boeve* solicited the said Process and caused the writings and papers on both sides to be inventaried and exchanged by the Proctors *Francis Meerhout* and *Arnold Vingboom*: then by a contrivance between *Pergens* and the sons of *Peter Boudaen*, *James Boeve* was arrested at the *Hague* upon a vexatious action out of the Admiralty of *Zealand*, which they bought purposely to trouble *Mr. Boeve*: whereupon he was detained a Prisoner, and so obstructed the prosecution in this Cause some time longer.
17. In the year 1672 *Mr. Carew* arrived at *Amsterdam* and desired his Advocate *Mr. Paulus Buys* to draw an Advertisment of right to be delivered over with the pieces and papers to the Lords, which was retarded yet longer by reason of the warr with *England*, and *Mr. Carew's* detention in prison at the *Hague* upon pretence of being an Enemy to the countrey for demanding common justice.
18. In the moneth of May 1676 *Mr. Carew* arrived again at *Amsterdam*, and applied himself to Advocate *Buys* to make an advertisment of right, that the Sentence might be pronounced thereupon; who refused to serve any longer in the Cause, pretending that he had married a kinswoman of *Mr. Pergens*; yet demanded his Salarie of 116 Guilders for perusing the papers drawn by Advocate *Carew* and others, (yet, no disparagement to *Mr. Buys* his abilities) although he never pleaded in the Cause.
19. In the moneth of August last *Mr. Paulus Buys* and *Arnold Vingboom* summoned *Mr. Carew* before the Magistrates at *Amsterdam*, for their respective Salaries, and arrested his Goods for the same: whereupon the Lords condemned *Carew* to pay their demands accordingly: *Mr. Buys* having interdicted all Others to serve in the Cause before he was paid.
20. Then *Pergens* and *Boudaens* having published a scandalous Book against the Proceedings of *Carew* and *Boeve*, it was answered by another Book, many whereof they caused to be taken away by *Inglebreght* the under-Scout of *Amsterdam* from *Stephen Smart*, A Bookseller near the Exchang by order of the president *Scheepen*, as *Inglebreght* pretended.
21. In the moneth of September last *Mr. Carew* having then gotten his papers and writings from *Mr. Buys* and *Vingboom*, paid them both their Salaries and proceeded to the advertisment of rights: following upon which he craves the Iudgement of the Honorable Lords the *Scheepens*.

Advertisment of Right.



He said George Carew appointed Administrator of the Goods, Rights and Credits of Sr. William Courten, as aforesaid, stands obliged by the Laws and Customs of England, to Exhibit a perfect Inventarie of the Goods and Effects upon Oath, and faithfully to administer the same, giving preference onely to the King, and to such Creditors as have obtained decrees or judgments for their debts, (as severall have done in the Courts of Record at Westminster.) Therefore all obstructions that are made to hinder the said

Carew in the due Execution of his Administration, are destructive to Mutuall Society, and Commerce.

2. *Admitting that Jacob Pergens was bona fide a Creditor of Sr. William Courten, as he alledgeeth by an Obligation of 1500. pound, dated the 12. of March 1634. for payment of 1000. pounds with interest, the Copy whereof being mentioned in the Inventory marked with the Letter F. Yet he must come in Concurrence with other Creditors, who would otherwise suffer great prejudice, against the rules of Equity; Sr. William Courten dying indebted 100000 pounds and upwards to many Orphans and Widows, which are yet unsatisfied, besides a particular debt of 35000. pounds to Sr. Paul Pyndar, wherof two third parts are yet owing, as appears by an Authentique Writing marked with the letter M.*
3. *As soon as William Courten the Executor died, the debt of Sr. Iacob Cats became an unadministred Effect of Sr. William Courtens Estate, and must be so inventaried. The rule in Law both in England and all other Nations is positive, quod actio personalis Moritur cum persona. Vide the severall advices transmitted from the Judges of England to the supream Court of Iudicature at the Hague under the letters C. D.*
4. *The Sentences pronounced by the Court of Holland and the supream Court of Iudicature at the Hague are erroneous and have a nullity in themselves, as acts coram non iudice after the death of William Courten the Executor, who could not by the Law of England transport or assign any of his Fathers Obligations. Vide the Judges opinions and advice aforesaid.*
5. *That in all originall Obligations and Contracts between man and man, right must be done according to the Law of the Land, where such Contracts and Obligations were first made.*
6. *If the Laws of Holland should not be admitted to take place in England upon Dutch contracts made in the United Provinces, it might be of dangerous consequence to the Subjects of the States Generall, whose Moneys and Estates doe often fall or come into the hands of English-men.*
7. *The Commissioners upon the Statutes concerning Bankrupts had no power or Authority, by force of the Statutes or their Commission to intermeddle with Sr. William Courtens Estate, which must be appropriated unto his own Creditors, and not applyed unto the Sons debts: nemo plus iuris in alium transferre potest quam ipse habet. Vide the Judges advice, supra.*
8. *Every man is bound to take notice of another mans right, that intermeddles in any thing which concerns that mans property.*
9. *An Heir or Executor unto any person that dies indebted in England can have no quality to dispose the Goods of the deceased but as the Law directs. And without a Commission from the Prerogative Court no Executor or Administrator in England can Legally intermeddle with the Goods of the deceased.*
10. *William Courten Esquire possessed himself of his Fathers goods under the benefit of an Inventory, and he that hath received any of the Estate contrary to Right and Equity is responsible to make restitution thereof to the right proprietors.*

11. *Letters of Recommendation from the late King, or any Treaty of Alliance, cannot create a right, or alter the property of any particular Estate: the Law must determine that point.*
12. *Wherefore all the subtrefuges of Iacob Pergens in his answers duplicques and papers produced in this Case having no force of reason or strength of Arguments in them to bind Carews right: The Plaintiff humbly desires the Judgement of the Honourable*

Mr. David de Wilhem.
Hendrick Becker.
Mr. Cornelis Cloeck.
Joan Appelman.
Mr. Everart Scott de Jonge.

Dr. Dirk Boelensz.
Lieve van Loon.
Jan van Dijck.
Mr. Jacob Popta.

Present Scheepens, that is, Sheriffs of Amsterdam, according to the Merits of his Cause, and prayeth that he may have his Costs and Damgages sustained, in the forbearance of his money and the prosecution of this Cause.

A Memorandum.

For the more abundant Satisfaction of all Persons concerned, the fraudulent practises of *Iacob Pergens* are here discovered, who was born at *Cologne in Germany*, bred up in *London*, made a free Denizon of *England*, lived some years a Porter in *Middelburg*, having first married *Old Peter Boudaens* Sister, and afterwards came to be a Burger of *Amsterdam*, and a Bewinthebber of the West-India Chamber there.

1. **B**Y a Sentence of the supreme Court of Justice at the Hague on the 16 of March 1666. an action is reserved against the said *Jacob Pergens* for 691 £ 16 s 7 d Sterling Money paid unto himself by *James Boeve* in the years 1635 and 1636 out of *Sr. William Courtens* Cash and the Companies, more then was received of the said *Pergens*. Vide the Sentence between *Boeve* and *Boudaens* marked A.
2. **B**Y On the 22 of February 1648 five years after *William Courten* became insolvent, and seven years after he had assigned his Ships and Goods in the East-Indies to *Sr. Edward Littleton* and *Sr. Paul Pyndar*, *Jacob Pergens* (having knowledge thereof) took another assignment at the Hague in consideration of his pretended debt, and Covenanted to refund the overplus to such persons as should have right to demand the same. vide the Notariall Acts marked B.
3. That in Pursuance of the said Assignment *Jacob Pergens* received 85000. guilders of the Directors of the East-India Company on the 18th of Septemb. 1649. as appears by the Act marked C.
4. That *Jacob Pergens* having made an Attestation on the 23. of January 1675. concerning a bond brought in reconvention towards ballance of accounts in a Proceess between *Carew* and *Boudaens*, an authentique Copy being required by *Mr. Carew* of *Mr. David Doornick*, Public Notary in Amsterdam where the Attestation was made, *Pergens* interdicted *Doornick* from delivering it. And *Carew* having cited the said *Doornick* before the Scheepens, *Pergens* arrested the Copy of the said Attestation in *Doornicks* hands after *Carew* had tendered him Money for it, and so would continue Proceess in Amsterdam ad infinitum. Vide the Acts of the *Dierschaer* marked D.
5. That *Jacob Pergens* and some of his Friends are so abominably wicked and absurd, to report, that the States of Holland will protect him from rendering any account for the 85000 Guilders in the ordinary Courts of Justice, upon pretence of Some treaty between the King and the States; And so would endeavour by forced interpretations to bring an Obium upon his Majestie and the States Generall; as if they intended to take away the naturall liberty of any particular Man to prosecute his right in the ordinarie Course of Justice.

Wherefore any man that hath his Five Senses, and can read his A B C may consider whether it be convenient to suffer the said *Jacob Pergens* to prosecute his evil designs any longer, that hath done so much mischief already to many Families both in England and Holland.

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